



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the person identified as Service Provider in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Jennifer Marsall
	4611 Basswood Drive Everett, Wa. 98203
	jamarsall@comcast.net
City Project Manager	Jeremy Oshie
	City of Everett – Parks and Facilities 802 E Mukilteo Blvd
	Everett WA, 98203
	joshie@everettwa.gov
Scope of Work (must select one)	<input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows Assist the athletics division in communication and scheduling with field rentals and the relevant points of contact. <input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

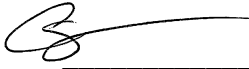
BASIC PROVISIONS	
Completion Date	December 31, 2024
Eligible Expenses (not-to-exceed)	Not applicable
Maximum Compensation Amount	\$10,500 per year Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.
Method of Payment (must select one)	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input type="checkbox"/> Payment method is described in scope of work. <input checked="" type="checkbox"/> Payment method is as follows: Paid at \$20/hour, maximum of 10 hours per wee, which will be paid out monthly via a DIE
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="text-align: center;">Answer: No</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="text-align: center;">Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

JENNIFER MARSALL



Cassie Franklin, Mayor

Signature: *Jennifer Marsall*

Name of Signer: Jennifer Marsall
Signer's Email Address: jamarsall@comcast.net
Title of Signer: Field Scheduler

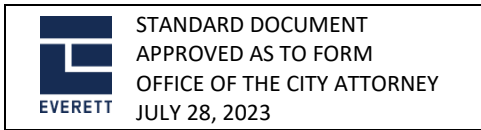
 09/13/2023

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.072623.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions.

6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save

harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
 - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement

and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed

- by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
 26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
 27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
 28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
 29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
 30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
 31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.
 32. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**END OF GENERAL PROVISIONS
(v.072623.1)**

Exhibit A – Parks Scope of Work

A. General Requirements

1. CONTACT. Work with your primary Point of Contact: _Jeremy Oshie 425-257-8293_ for any program questions, changes, accidents or needs. In the event your primary Point of Contact is not available, your secondary Point of Contact is: _Cory Rettenmier 425-257-7314_

2. ATTENDANCE. All Service Providers are required to take attendance in each class they instruct. Attendance records will be turned in no later than five days after _____ . **Attendance records are required to process payment.** Service Providers will be provided with an attendance roster and/or a class registration list.

Participants are required to pay in advance of participating in a class. On the rare occasion that someone is not shown on the roster the Service Provider must then: a) inform them that they must be registered by second day of class; or b) ask participant to leave if class is full or the participant does not meet the minimum class requirements.

Anyone not on the roster must provide a printed Registration Receipt or Registration Confirmation from the Recreation Office to show proof of registration on second day of class. Without proof of registration from the Recreation Office on the second day of class, the student cannot participate in the class. The Service Provider shall request a revised Attendance Sheet when new students are expected.

Do not collect registration fees unless you have prior approval and training from your point of contact.

3. COMPENSATION. Service Provider will not be compensated for program fees that have been refunded or credited back to a patron. Any overpayments to Service Provider may be deducted from future invoices.

4. CANCELLATIONS. Service Providers are not to make decisions regarding class time changes, cancellations, etc., without approval from the supervisor of the program. If Service Providers need to cancel a class or are not able to teach a class, please call the Point of Contact. If the supervisor is not available, please call the Recreation Office.

5. SUBSTITUTE INSTRUCTORS. It is the responsibility of the Service Provider to complete the scope of work as outlined in this contract – which may include providing a replacement instructor that meets all stated qualifications. In the event that the Service Provider is unable to teach a scheduled class, the Point of Contact for the City of Everett will make the decision whether (1) a City of Everett instructor will be provided or (2) the Service Provider must at Service Provider's cost provide a trained substitute instructor. The City reserves the right to retain all revenue for any class dates where the City provided the substitute instructor.

6. ARRIVAL. Service Providers are to arrive a minimum of fifteen (15) minutes prior to the beginning of the class. This allows the Service Provider time to check the room set up, condition of equipment, greet students and take attendance.

7. PROMOTIONS. Service Providers may be asked to assist in the promotion of their programs once or twice a year through class demonstration, exhibitions or other

forms of public relations. Service Provider will not be compensated by the City for their time.

8. TELEPHONE USE. City telephones are not to be used for personal calls during class time. Personal use of the phones is limited to emergencies or class-related urgent needs.

9. CLERICAL ASSISTANCE. Service Providers who need clerical assistance (i.e. mailing, copying, or phone calling) from the office staff must submit the request to the Point of Contact at least one week prior to your due date.

10. CHILD CARE. Children of Service Providers are not allowed to be present in the area of instruction. In addition, they are not allowed to remain in any other area of the building or the park. It is the responsibility of the Service Provider to arrange adequate child care.

11. EVALUATIONS. The following program evaluations will be completed to monitor program quality. Service Provider will meet established submission deadlines. The Point of Contact will establish deadlines for submission of evaluations.

- a) Participant evaluations of the class - to be provided by the Parks Department.
- b) Service Provider evaluation of the program session - to be turned in at the discretion of the Point of Contact.

Evaluations will be returned after each class to the Point of Contact.

12. NAME TAGS. Name tags will be worn to identify yourself. You may request a Parks Department photo Identification tag from your Point of Contact.

13. PAYMENT. A signed invoice from Service Provider is needed to process payment. Attendance records need to be turned in to process payment. Invoices and attendance records shall be submitted to your Point of Contact after each class. All services for a calendar year must be invoiced no later than January 5th of the next calendar year.

14. MANDATORY MEETINGS/TRAININGS. At the City's request, Service Provider shall attend up to 8 hours per year of mandatory City meetings, trainings, workshops, and planning promotional activities. Service Provider will not be compensated by the City for these 8 hours per year.

15. PURCHASES. All purchases made for your classes must be pre-approved by your Point of Contact. Always sign and turn in receipts the same day items are purchased.

16. SPECIAL NEEDS. If you have any special audio/video needs (i.e. TV/VCR, overhead, slide projector, etc.) please notify your Point of Contact at least three days in advance of your class. Also, please make clear arrangements regarding delivery, pick-up and return of all equipment.

17. FACILITY HOUSEKEEPING/ACCESS - Parks Department Premises. All Service Providers are requested to set up and take down any tables and chairs that may be used (unless prior arrangements have been made).

If coffee and tea are being served, please rinse the coffee pots and throw out the grounds in the garbage cans.

Please bag all trash and garbage as applicable.

Make sure all doors and windows are locked, and the heat is turned down to 55°F.

Please take precautions if using paint or other messy materials by using table cloths or drop cloths.

Facility must be returned to original condition.

Facility Access: Service Providers may be provided keys to Parks Department facilities. Such facilities are to be used for scheduled classes only. Any keys checked out to a Service Provider must be returned prior to payment for last class offered.

18. SELLING MERCHANDISE. Any request to sell merchandise at the class must be made in writing and pre-approved by the Point of Contact. Merchandise must be a class supply or class related material.

19. UPDATES. Specific Class and Program offerings shall be updated quarterly.

20. INCLUSION. The City of Everett offers programs and services for all ages and we encourage and support the participation of individuals with disabilities in all our programs. If accommodations are needed to participate, patrons are requested to contact our office at least two weeks prior to the program start date. Instructors may be asked to alter their program to accommodate persons with varying abilities, and in order to do so they may need to meet in advance of a class to develop a workable plan or for specific training. All participants will enjoy the same attention and respect.

B. Insurance and Other Requirements

1. ACCIDENTS. All injuries and/or property damage, regardless of apparent severity, are to be reported to local law enforcement and City Point of Contact immediately. Accident reports are to be completed by Service Provider and recreation staff based on information taken by Service Provider. Service Provider will work with their point of contact in any accident. An insurance ID card is located in the glove box of the City vehicle to present to law enforcement upon request.

2. AUTOMOBILE INSURANCE. By my signature on the contract I certify that I **will not** be using my personal vehicle to transport students, equipment or supplies or for any other city use. However, proof of auto insurance is required.

3. SERVICE PROVIDERS UNIFORM BUSINESS IDENTIFIER (UBI). A UBI number issued by Washington State Department of Revenue may be a legal requirement. Do you currently have your UBI?

Yes No

If yes, your UBI number is: _____

4. BACKGROUND CHECK. Service Provider will complete a background check and a Washington State Patrol Check for each instructor or teacher employed or used

by the Service Provider to perform this agreement. Service Provider will not use a person as teachers or instructors if such person:

- A. Has been convicted within the last ten years of any felony that directly relates to the teaching position. By way of example only, such felonies might include: crimes against vulnerable persons, such as children, the elderly, or the disabled; crimes of dishonesty; or crimes using, or threatening, violence, including, but not limited to, the use, display or threat of a weapon.
- B. Has behaved in such a way that the Service Provider or City reasonably concludes that the proposed teacher does not possess the skill, care and judgment necessary to be a recreation teacher with due regard for the students, facility, or other persons who may be in or near the class.

5. CERTIFICATION AND DOCUMENTATION required as follows:

- a) Yes No Current First Aid/CPR card required for a staff on site during the instruction of these classes.
- b) If required by the contract, provide Certificate of insurance for the duration of the contract listing City of Everett as additional insured (#11.A2) If the insurance expires prior to the end of the contract, a new Certificate of Insurance must be received by the Point of Contact by the expiration date of the previous term.
- c) If required by the contract, provide an **Additional Insured Endorsement** on the insurance as stated in contract (#11D).
- d) If required by the contract, provide a UBI number.

Specific Requirements for Jennifer Marsall

1. Provide **leadership and planning** for athletic field schedules.
 - a) This PSA is effective when the provider receives a written “notice to proceed” with a specific date from the providers Point of Contact.
 - b) Work directly with user groups to determine needs and prioritization.
 - c) Scheduling of athletic fields. Completed schedules must be available in a timely manner to be posted at all necessary fields.
 - d) Verify field use by different user groups. Maintain running totals to aid in billing.
 - e) Work directly with Point of Contact to ensure all field use is completed in accordance to City policies and procedures.
 - f) Renew annual City of Everett Business License.
 - g) Service Provider expected to respond to all email and voicemails within one business day.
 - h) Service Provider expected to notify Point of Contact immediately on any issues/complaints/concerns that reflect negatively on the City.












jennifermarsall_9.1.23_SD

Final Audit Report

2023-09-13

Created:	2023-09-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfW0mwLbLykpHus4XDrRYY0dZAA4Mzf0m

"jennifermarsall_9.1.23_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-09-12 - 9:54:04 PM GMT
-  Document emailed to joshie@everettwa.gov for approval
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